

**STATE OF WASHINGTON**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
**1206 Quince Street SE**  
**Post Office Box 41170**  
**Olympia, Washington 98504-1170**

**REQUEST FOR QUOTATIONS**

**RFQ 10-03**

**Lenovo Computers and Monitors**

## **1 PURPOSE**

The Administrative Office of the Courts (AOC) is initiating this Request for Quotations (RFQ) to solicit responses from firms or other independent contractors (vendor) interested in providing 82 personal computers with 19" monitors and three year, onsite, next business day warranties.

## **2 CURRENT ENVIRONMENT**

The AOC provides systems and support services to state, county, and city courts throughout the state including the Supreme Court (SC), Court of Appeals (COA), Superior Courts, and Courts of Limited Jurisdiction (District and Municipal Courts).

The AOC's Information Systems Division (ISD) is responsible for development and maintenance of computer applications.

## **3 RFQ ADMINISTRATION AND INSTRUCTIONS TO VENDORS**

### **3.1 RFQ COORDINATOR**

Upon release of this RFQ, all vendor communications concerning this acquisition must be directed to the RFQ Coordinator listed below. Unauthorized contact regarding the RFQ with other state employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the State. Only written statements issued by the RFQ Coordinator may be relied on.

Christine Winslow, RFQ Coordinator  
Administrative Office of the Courts  
1206 Quince Street SE  
P. O. Box 41170  
Olympia, Washington 98504-1170  
E-mail: [christine.winslow@courts.wa.gov](mailto:christine.winslow@courts.wa.gov)  
Telephone: 360.705.5249  
FAX: 360.956.5700

### **3.2 RFQ SCHEDULE:**

RFQ released .....	December 7, 2009
Responses due no later than 5 P.M. (local time) .....	December 11, 2009
Successful vendors announced .....	December 14, 2009
Vendor Debriefing .....	December 15, 2009
Protest Period .....	December 18, 2009
Contract awarded .....	December 23, 2009

### **3.3 RFQ QUESTIONS**

Specific questions concerning the RFQ should be submitted to the RFQ Coordinator in writing by fax, email or hand delivery.

Oral responses given to any questions are to be considered preliminary and non-binding. Only written responses to questions will be considered official.

### **3.4 RESPONSE FORMAT**

Vendors must submit their responses electronically via e-mail to the address of the RFQ Coordinator indicated above.

### **3.5 RESPONSE REQUIREMENTS AND CONTENT**

Vendors must respond to each question/requirement contained in Exhibit A and provide cost information for equipment listed in Exhibit B. As long as each response is complete, Vendors may submit multiple responses.

### **3.6 RESPONSE DATE AND LOCATION**

The vendor's response, in its entirety, must be received by the RFQ Coordinator in Olympia, Washington, in accordance with the schedule contained in Subsection 3.2 above. Late responses will not be accepted and will be automatically disqualified from further consideration. Additional time will not be granted to any vendor. The AOC assumes no responsibility for delays in email delivery.

### **3.7 COSTS OF PREPARING RESPONSES**

The AOC will not pay any vendor costs associated with preparing responses, submitted in response to this RFQ.

### **3.8 RESPONSES PROPERTY OF THE AOC**

All responses, accompanying documentation and other materials submitted in response to this RFQ shall become the property of the AOC and will not be returned.

### **3.9 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

All responses received shall remain confidential until the evaluation is completed and the vendor is selected. Thereafter responses shall be deemed public records as defined in [chapter 42.56 RCW](#).

Any information contained in the response that is considered by the vendor proprietary and exempt from disclosure under specified provisions of [chapter 42.56 RCW](#) must be clearly designated by a transmittal letter identifying the portions claimed exempt by page noting the particular basis for each such exemption. Failure to include such a transmittal letter in a response will be deemed a waiver by a vendor of any assertion of exemption from disclosure of any portion of their response. In addition to

the transmittal letter, each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed in the lower right hand corner of the page. Any claim by a vendor that the entire proposal is confidential and exempt from disclosure will not be honored.

If a request is made to view or obtain a copy of a vendor's response, the AOC will comply with applicable public disclosure requirements. If any information in the response is marked as proprietary, such information will not be made available until the affected vendor has been given an opportunity to seek an injunction or restraining order against the requested disclosure.

### **3.10 RFQ AMENDMENTS/CANCELLATION/REISSUE/REOPEN**

The AOC reserves the right to change the RFQ Schedule or issue amendments to this RFQ at any time. The AOC also reserves the right to cancel or reissue the RFQ.

### **3.11 MINOR ADMINISTRATIVE IRREGULARITIES**

The AOC reserves the right to waive minor administrative irregularities contained in any response.

### **3.12 INABILITY TO ENTER CONTRACT**

The AOC reserves the right to eliminate from further consideration any vendor that the AOC, because of legal or other considerations, is unable to contract with at the time responses are due in accordance with the schedule contained in Subsection 3.2 above.

### **3.13 NO OBLIGATION TO ENTER A CONTRACT**

The release of this RFQ does not compel the AOC to enter any contract.

The AOC reserves the right to refrain from contracting with any vendor that has responded to this RFQ whether or not the vendor's response has been evaluated and whether or not the vendor has been determined to be qualified. Exercise of this reserved right does not affect the AOC's right to contract with any other vendor.

The AOC reserves the right to request an interview with any vendor who is a prospective contractor prior to entering a contract with that vendor. If a vendor declines the request for an interview for any reason, the vendor will be eliminated from further consideration.

### **3.14 MULTIPLE CONTRACTS**

The AOC reserves the right to enter contracts with more than one vendor as a result of this RFQ.

### **3.15 NON-ENDORSEMENT**

The selection of a vendor pursuant to this RFQ does not constitute an endorsement of the vendor's services. The vendor agrees to make no reference to the AOC in any literature, promotional material, brochures, sales presentations, or the like without the express written consent of the AOC.

### **3.16 CONTRACT PAYMENT LIMITATIONS**

The Washington State Constitution provides that the state of Washington shall make no advanced payment for goods or services. Therefore, the vendor should anticipate payment at the end rather than the beginning of the invoice period in which it submits any services for which a payment is due. Invoices should be submitted no more often than monthly.

## **4 RFQ EVALUATION**

### **4.1 AOC EVALUATION TEAM**

An AOC Evaluation Team (Team) will evaluate the responses to this RFQ. The Team will review the vendor information and prices quoted for the required service. The Team may also consider past contract performance and may factor into the evaluation technical specifications that exceed the required specifications.

### **4.2 RFQ CLARIFICATION**

As part of the evaluation process, at the discretion of the Team, vendors may be asked to clarify specific points in their response. However, under no circumstances will the vendor be allowed to make changes to the response.

### **4.3 RFQ SCORING**

Items will be scored according to the following scoring criteria.

- The vendor must meet the requirements in Exhibit A.
- The vendor must return a completed Exhibit B.
- The lowest proposed cost will receive the most points.

## **5 POST EVALUATION**

### **5.1 NOTIFICATION OF SELECTION OF APPARENTLY SUCCESSFUL VENDORS**

Vendors, whose responses have not been selected for further negotiations or award, will be notified via email.

### **5.2 DEBRIEFING OF UNSUCCESSFUL VENDORS**

Vendors who submitted responses that were not selected will be given the opportunity for a debriefing conference. A request for a debriefing conference must be received by the RFQ Coordinator within three (3) business days after the notification to unsuccessful vendors is e-mailed to vendors. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to critique of the requesting vendor's response. Comparisons between responses or evaluations of other responses will not be allowed. Debriefing conferences may be conducted in person or on the telephone, at the discretion of the RFQ Coordinator, and will be scheduled for a maximum of one (1) hour.

### **5.3 PROTEST PROCEDURES**

Vendors submitting a protest to this procurement shall follow the procedures described herein. Protests of vendors that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to the vendor under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state all facts and arguments on which the protesting party is relying. All protests shall be addressed to the RFQ Coordinator.

Only protests stipulating an issue of fact concerning a matter of bias, discrimination, or a conflict of interest, or non-compliance with procedures described in the procurement document shall be considered. Protests not based on procedural matters will not be considered.

In the event a protest may affect the interest of any other vendor, such vendor(s) will be given an opportunity to submit their views and any relevant information on the protest to the RFQ Coordinator.

Upon receipt of a protest, a protest review will be held by the AOC to review the procurement process utilized. This is not a review of responses submitted or the evaluation scores received. The review is to insure that procedures described in the procurement document were followed, all requirements were met, and all vendors were treated equally and fairly.

Protests shall not be accepted prior to selection of the apparent successful vendor. Only submitters who attend a debriefing can submit a protest. Protests must be received within five (5) business days from the date of the notification of the apparent successful vendor. The Administrator or assigned delegate will then consider all the information available to her/him and render a written decision within five (5) business days of

receipt of the protest, unless additional time is required. If additional time is required, the protesting party will be notified of the delay.

#### **5.4 GENERAL TERMS AND CONDITIONS**

The vendor selected will be expected to enter into a contract with AOC which is similar to the contract posted at our procurement site at:

<http://www.courts.wa.gov/procure/vendorinfo/standcontract.doc>

In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFQ and such submission will be viewed as a reason to disqualify the vendor as a potential candidate for this RFQ.

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**EXHIBIT A -- VENDOR RESPONSE**

Vendors must provide the information below.

1. Vendor Name.
3. Contact name, address, telephone number, e-mail address and fax number.
4. Describe the legal status of vendor, e.g., corporation, sole proprietor, etc.
5. Provide the vendor's Uniform Business Identifier (UBI) number. Information about the UBI can be obtained by calling the Washington State Department of Licensing, or by visiting its website at: <http://www.wa.gov/dol/bpd/ubiprogram.htm>.
6. Provide a statement that the price quoted in the attached response constitutes a firm offer valid for sixty (60) days following receipt and that the AOC may accept any time within the 60-day period.
7. Provide a statement that no assistance in preparing the response was received from any current or former employee of the state of Washington whose duties relate(d) to this RFQ, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this RFQ.
8. State if the vendor or any employee of the vendor is related by blood or marriage to an AOC employee or resides with an AOC employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the vendor's organization of such vendor employees.
9. If the vendor has had a contract terminated for cause during the past five (5) years, describe all such incidents, including the other parties' name, address, and telephone number. Present the vendor's position on the matter. Termination for cause is defined as notice to stop performance or delivery due to the vendor's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the vendor to be in cause. If the vendor has had no such terminations for cause in the past five (5) years, so state. Poor contract performance may cause the vendor to be eliminated from consideration. FAILURE



TO DISCLOSE will result in disqualification of the vendor and, if applicable, may be grounds for termination of any contract entered with the vendor.

10. Complete Exhibit B by providing the cost information for the equipment, services and warranties listed.
11. Provide a quote for the equipment, services and warranties listed in Exhibit B that includes the charges for shipping, delivery and tax.
12. Acknowledge the AOC has 30-days upon arrival to return or purchase the equipment.

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**EXHIBIT B -- EQUIPMENT REQUIRED**

The supplied equipment must match exactly the equipment listed below.

PART #	DESCRIPTION	UNIT COST	QTY	COST
2448HB6	ThinkVision L1951P Wide LCD monitor		82	
41C9209	3-Year Onsite Extended, NBD warranty for monitors		82	
41R4474	Lenovo Vertical PC Mon Stand II		82	
7359AU8	Intel Core 2 Duo E8400 Processor (3.0GHz 1333MHz 6MB L2) Mechanical Package ECO Ultra Small Form Factor Genuine Windows 7 Professional PC3-8500 1066MHz DDR3 UDIMM 2GB PC3-8500 SDRAM (1 DIMM) Intel GMA 4500 Integrated Graphics Integrated High Definition Audio 160GB- 8M Cache- 7200RPM SATA DVD-ROM Drive - 16x/48x – SATA Integrated Gigabit Ethernet Lenovo Preferred Pro USB Full Size Keyboard - US English Lenovo Optical Wheel Mouse - USB Primax 400 DPI External AC/DC adapter, 130 watts		82	
	Imaging service for each of the 82 PCs, and inventory service for 82 PCs and 82 Monitors (specific requirement detailed below)		82	

**IMAGING and INVENTORY SERVICE REQUIREMENTS**

The vendor selected must be able to provide the following services for the systems purchased:

1. Receive shipment of and store the systems.
2. Image/configure each system according to AOC provided specifications.

3. Within one week of being awarded the contract, AOC must receive a company document detailing your internal control processes and ensuring the security of the State Tag inventory stickers that will be released to you for the inventory process.
4. Affix State Tag inventory stickers to systems in the designated locations.
5. Provide initial inventory spreadsheet of serial numbers and corresponding State Tag numbers.
6. Drop ship systems to Washington State court locations as directed by RFQ Coordinator. AOC intends to use uninsured shipping to the following zip codes:

98520-5242	98155-5556	98284
99001-9000	98584-0340	98942-1323
99402-0159	98557-9652	98586-0009
98061-0151	99022-0369	98388-4010
98321-1452	98354-8850	98648-0371
98233-2803	98563-3707	98295-0009
98532-2626	98936-0249	98944-1354
99324-1516	98639-0007	98589-4019
99113-0157	98568-0078	98948-1524
99326-0187	98569-0909	98903-0008
98537-0478	98841-0072	98612-0144
99006-0888	98360-0489	98595-1208
98328-0309	98047-1349	98396-9800
99123-0130	98047-1349	98596-0777
98541-2013	99301-3706	98862-0459
98022-3011	98577-2406	98597
98932-1100	98580-0700	98953-0388
98550-3522	98407-6597	

7. Provide weekly inventory spreadsheets of serial numbers, corresponding State Tag numbers, and system's final court location to RFQ Coordinator throughout shipping period.